

SAVING FOR RATES, ETC.

Notwithstanding the incorporation of the borough and the provisions of this Scheme, all rates, assessments, compositions, charges, mortgages, contracts, leases, conveyances, deeds, documents, acts, matters, and things made, entered into, or done before the commencement of this Scheme, by, to, or with reference to the District Council, shall be as good, valid and effectual to all intents and purposes whatsoever for, against and with reference to the Corporation as if the same had been done, entered into, or done by, to or with reference to the Corporation instead of the District Council, and may be proceeded on or enforced in the same manner in all respects as if the Corporation, instead of the District Council, had been party or privy to the same and had been named or referred to therein.

In case any officer of the District Council who shall have been employed by the District Council shall not be employed by the Council of the said borough, nor offered by the said Council a position in their employ of a similar character and of an equal value to that formerly held by him, he shall be entitled to be paid by way of compensation for the loss of his position out of the funds of, or under the control of, the Corporation acting by the Council as the Sanitary Authority for the said borough, and the amount to be paid in each case shall be determined in accordance with the provisions of Section 120 of the Local Government Act, 1888, and Sub-sections (1) to (7) inclusive of that Section, shall apply as if they formed part of this Scheme, with the substitution of the words "Borough Council" for "County Council," and "this Scheme" for "this Act," and with such other modifications as are necessary to make them applicable hereto.

Provided nevertheless, that if any such officer be so employed by the said Corporation and discharged by them (otherwise than for misconduct) within four years of the commencement of this Scheme he shall be entitled to compensation in the same manner as if he had not been employed by the said Corporation. Provided that the term "Officer" shall include only persons employed by the said Council whose salaries or emoluments are payable at intervals of not less than one month and no other persons.

The accounts of the District Council and their officers shall be (as soon as conveniently may be) audited by the District Auditor in like manner, and subject to the like powers, duties, provisions and right of appeal, as if the Charter had not been granted, and the provisions of Sections 247 and 250 of "The Public Health Act, 1875," as amended by "The District Auditors Act, 1879," and any regulations duly issued by the Local Government Board with respect to the audit of accounts of Local Boards or Urban District Councils, and of their officers, shall apply to such audit; and the provisions of this Scheme, with respect to the District Council, shall be construed so as to admit of such exceptions as may be necessary to enable such audit to be duly made, but such exceptions shall be strictly limited in time, extent, character, and operation to the purposes of such audit; any money certified to be due from any person by the District Auditor at such audit shall be paid by such person to the Treasurer of the Borough.

Lord Chancellor's Office,
June 27, 1913.

RULES OF THE SUPREME COURT.

The following draft Rules are published pursuant to the Rules Publication Act, 1893:—

RULES OF THE SUPREME COURT.

PAYMENT INTO COURT.

ORDER XXII.

1. Where any action is brought to recover a debt or damages or in an Admiralty action, any defendant may, before or at the time of delivering his defence, or at any later time by leave of the Court or a Judge, pay into Court a sum of money by way of satisfaction, which shall be taken to admit the claim or cause of action in respect of which the payment is made; or he may, with a defence denying liability (except in actions or counterclaims for libel or slander), pay money into Court which shall be subject to the provisions of Rule 6. Provided that in an action on a bond under the Statute 8 and 9 Will. III, c. 11, payment into Court shall be admissible to particular breaches only and not to the whole action.

2. Payment into Court shall be signified in the defence, and the claim or cause of action in satisfaction of which such payment is made shall be specified therein.

3. With the defence setting up a tender before action, the sum of money alleged to have been tendered must be brought into Court.

4. If the defendant pays money into Court before delivering his defence he shall serve upon the plaintiff a notice specifying both the fact that he has paid in such money, and also the claim or cause of action in respect of which such payment has been made. Such notice shall be in the Form No. 3 in Appendix B, with such variations as circumstances may require.

5. In the following cases of payment into Court under this Order, viz.:—

(a) When payment into Court is made before delivery of defence;

(b) When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into Court is made, is not denied in the defence;

(c) When payment into Court is made with a defence setting up a tender of the sum paid,

the money paid into Court shall be paid out to the plaintiff on his request, or to his solicitor on the plaintiff's written authority, unless the Court or a Judge shall otherwise order.

6. When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into Court has been made, is denied in the defence the following Rules shall apply:—

(a) The plaintiff may within the time limited in Rule 7 accept, in satisfaction of the claim or cause of action in respect of which the payment into Court has been made, the sum so paid in, in which case he shall be entitled to have the money paid out to him as hereinafter provided, notwithstanding the defendant's denial of liability, whereupon all further proceedings in respect of such claim, or cause of action, except as to costs, shall be stayed, or the plaintiff may refuse to accept the money in satisfaction and reply accordingly, in which case the